

EBS Equipment Lease

This EBS Equipment Lease (the "Lease") is dated effective as of October __, 2011 ("Effective Date") by and between University of North Alabama, an Alabama university with its principal offices in Florence, Alabama ("Lessee"), and Utopian Wireless Corporation, a Delaware corporation ("Lessor").

Whereas, Lessor and Lessee entered into that certain Educational Broadband Service Lease Agreement ("EBS Lease") between Lessor and Lessee.

Whereas, Lessor has agreed to assist Lessee in Lessee's implementation of services towards compliance with the November 1, 2011 Substantial Service deadline imposed by the Federal Communications Commission ("FCC") for Lessee's Educational Broadband Service ("EBS") channels.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Lessor hereby agrees to lease to Lessee the radio equipment listed at Attachment 1 hereto ("Leased Equipment"), on the following terms and conditions:

1. Equipment Location: Immediately upon execution of this Agreement and Lessee's receipt of the Leased Equipment, Lessee shall, in consultation with Lessor, select a location and install the Leased Equipment at least two weeks prior to the FCC's November 1, 2011 deadline.
2. Authorization for FCC Filings: Lessor, at its sole expense, shall prepare and file with the FCC on behalf of Lessee a Form 601, substantial service ("Substantial Service") compliance notification ("Compliance Notice") within five (5) days from Lessee's notification to Lessor that the Leased Equipment has been installed. In contemplation of Lessor filing such notice on behalf of Lessee, Lessee hereby agrees to cooperate with Lessor, and expressly authorizes Lessor to file on its behalf all FCC filings necessary and incidental to the Form 601 Substantial Service filing, a draft copy of which is included hereto as Attachment 2, including the Form 601 and attachments, and the requisite post transition modification application, also to be filed with the FCC on Form 601.
3. Operation of Leased Equipment: Once received and installed, Lessee shall have permanent control over the Leased Equipment and it shall be Lessee's responsibility to maintain, repair and operate the Leased Equipment, and Lessor shall have no obligation with respect to Lessee's use or the operation of the Leased Equipment.
4. Lease of Equipment: Lessee shall lease from Lessor all the equipment specified at Attachment 1.
5. Taxes: Lessor shall be required to pay all taxes and other charges assessed against the Leased Equipment, without cost to or reimbursement by Lessee, and

Lessor shall be entitled to claim depreciation and investment tax credits thereunder for income tax purposes.

6. Term: The term of this EBS Equipment Lease shall commence upon receipt by Lessee of the Leased Equipment and shall end upon the termination and expiration of EBS Lease.

7. Title: Upon expiration of the EBS Lease, title to the Leased Equipment shall vest in Lessee. Notwithstanding anything herein to the contrary, when the book value of the Leased Equipment reaches zero, title to the Leased Equipment shall vest in the Lessee.

8. Rent: It is understood that Lessor's provision of the EBS spectrum capacity at the rates provided in the EBS Lease is full consideration for Lessor's lease of the Leased Equipment to Lessee.

9. Loss or Damage to Equipment: Lessee shall be responsible for loss or damage to the Leased Equipment caused by any intentional or negligent act of Lessee, its agents, affiliates or representatives.

10. Indemnity: Without waiving sovereign immunity, or those limitations provided by law, Lessee shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its employees under this agreement. Lessor makes no representations and warranties regarding the Leased Equipment and whether its installation, operation or use by Lessee will constitute Lessee's compliance with Substantial Service.

11. MISCELLANEOUS: Notwithstanding anything contained herein to the contrary, Lessee is not waiving its right to claim any exemptions, privileges and immunities as maybe provided by Alabama law.

ACCEPTED AND AGREED:

UNIVERSITY OF NORTH
ALABAMA

By: 

Name: W. Steven Smith, Vice President
Business & Financial Affairs

Title: 10-10-11

UNIVERSITY OF NORTH ALABAMA

UTOPIAN WIRELESS
CORPORATION

By: 

Name: Rudolph J. Geist

Title: CEO